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FILED

MAR 27 2019

UNITED STATES BANKRUPTCY COURT
SAN FRANCISCO, CA

5 Attorney for Andrew M. Kleiber,
6 Marisa T. Mulladi-Kleiber, John L. Hansen,
Adam J. McNulty, Lucille J. McNulty,
7 Mario Oliveros, Jr. and Phoebe Wong-Oliveros

8 UNITED STATES BANKRUPTCY COURT
9 NORTHERN DISTRICT OF CALIFORNIA
10 SAN FRANCISCO DIVISION

11 In re)
12 PG&E CORPORATION, INC.,) Bankruptcy Case Nos.: 19-30088 DM
13 Debtor in Possession) Chapter 11
14 Defendants.) Hon. Dennis Montali
15) (Lead Case) (Jointly Administered)
16)
17) DECLARATION OF ADAM MCNULTY
18) IN SUPPORT OF JOINDER TO MOTION
19) OF DEBTORS PURSUANT TO 11 U.S.C.
20) §§ 105(a), 362, AND 363 AND FED. R.
21) BANKR. P. 2002, 4001, AND 6004
22)
23) Date: April 10, 2019
24) Time: 1:30 p.m. (Pacific Time)
25) Place: United States Bankruptcy Court
26) Courtroom 17, 16th Floor
27) San Francisco, CA 94102
28) Objection Deadline: April 3, 2019, 4:00 p.m.

TO THE HONORABLE DENNIS MONTALI, UNITED STATES BANKRUPTCY
JUDGE, DEBTOR, DEBTOR'S ATTORNEY, THE UNITED STATES TRUSTEE AND
OTHER PARTIES IN INTEREST:

I am the owner of 6010 Zinn Drive on Oakland, California. PG&E filed an eminent
domain lawsuit against me to take an easement on my property and to erect two large PG&E

1 electrical towers and power lines on or adjacent to my property altering the view from my home
2 in a very negative way. Attached hereto as Exhibit A is a copy of the complaint PG&E filed
3 against me. I did not ask to lose my property and I did not want this project on or near my
4 property. Every day my family and I have to look at the enormous PG&E towers and wires from
5 my home. Numerous trees and bushes have already been removed by PG&E. My property has
6 already suffered a substantial decrease in value caused by PG&E.

7 I have not been compensated one single dollar for this loss. On December 6, 2018 we
8 attended mediation at JAMS in San Francisco and my case was settled for \$200,000.00. PG&E
9 thereafter declared bankruptcy and I have not received any portion of this settlement.

10 I declare under penalty of perjury under the laws of the State of California that the
11 foregoing is true and correct and if called as a witness I could competently testify to the truth of
12 the matters asserted therein. Executed this 21 day of March, 2019.

13
14 
15 Adam McNulty

EXHIBIT A

Case: 19-30088 Doc# 1079 Filed: 03/27/19 Entered: 03/27/19 13:57:14 Page 3 of 15

ELIZABETH A. COLLIER (State Bar No. 148537)
CESAR V. ALEGRIA, JR. (State Bar No. 145625)
PACIFIC GAS AND ELECTRIC COMPANY
77 Beale Street, B30A
San Francisco, CA 94105
Telephone: (415) 973-0360

**ENDORSED
FILED
ALAMEDA COUNTY**

DEC 22 2017

CLERK OF THE SUPERIOR COURT
By A. Turner

Please Direct All Correspondence To:

CHRISTOPHER J. GONZALEZ (State Bar No. 227804)
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Attorneys for Plaintiff
PACIFIC GAS AND ELECTRIC COMPANY

SUPERIOR COURT OF CALIFORNIA

COUNTY OF ALAMEDA

PACIFIC GAS AND ELECTRIC
COMPANY.

Case No. Rb 17887443

Plaintiff.

**COMPLAINT IN EMINENT DOMAIN
(JURY TRIAL DEMANDED)**

APN: 048E-7348-056

ADAM J. MCNULTY AND LUCILLE J.
MCNULTY, TRUSTEES OF THE
MCNULTY FAMILY LIVING TRUST;
WESTERN RESOURCES TITLE;
MORTGAGE ELECTRONIC
REGISTRATION SYSTEMS, INC;
PARKSIDE LENDING, INC; and DOES
1 through 50 inclusive,

Defendants.

Plaintiff PACIFIC GAS AND ELECTRIC COMPANY (hereinafter referred to as "PG&E") alleges as follows:

1. PG&E is a public utility corporation, duly organized and existing under, and by virtue of, the laws of the State of California, with its principal place of business in the City and County of San Francisco.

1 2. The names and capacities of the known defendants (collectively "Owner") and
2 their possible interests in the property at issue (described in Paragraph 4) are set forth below for
3 the convenience of the Court. These data are based on information and belief, and are not
4 allegations by which PG&E intends to be bound.

<u>Defendant</u>	<u>Apparent Property Interest</u>
ADAM J. MCNULTY AND LUCILLE J. MCNULTY, TRUSTEES OF THE MCNULTY FAMILY LIVING TRUST	Fee ownership interest.
WESTERN RESOURCES TITLE	Trustee under deed of trust recorded September 27, 2017, in Alameda County as Document No. 2017-213174 (the "2017 DOT")
MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC	Beneficiary under 2017 DOT, as nominee for Lender (see next item)
PARKSIDE LENDING, INC	Lender under 2017 DOT

15 3. PG&E does not know the true names or capacities of defendants sued herein as
16 DOES 1 through 50, inclusive, nor the interests which they claim in the property, if any. PG&E
17 will, upon ascertaining their true names, substitute the true names for such fictitious names by
18 amendment to this Complaint.

19 4. Defendants, and each of them, claim some right, title or interest in a parcel of
20 vacant/unimproved real property situated in the Shepherd Canyon Park area of Oakland, Alameda
21 County, California, and more particularly described as follows:

22 ALL OF LOT FOUR HUNDRED EIGHTEEN (418) AS SAID LOT IS LAID
23 DOWN, DELINEATED AND SO DESIGNATED UPON SHEET NO. 1 OF
24 THAT CERTAIN MAP ENTITLED, "MONTCLAIR HIGHLANDS,
25 OAKLAND, ALAMEDA COUNTY, CALIFORNIA", ETC., FILED
SEPTEMBER 11, 1925, MAP BOOK 4, PAGE 88, ALAMEDA COUNTY
RECORDS.

26 (Alameda County Assessor's Parcel Number 048E-7348-056, and hereafter the "Property.")
27

28

BACKGROUND

5. One of PG&E's top priorities is to ensure the safety and reliability of its electric transmission system.

6. In June 2016, a private property owner contacted PG&E and requested it review the safety and stability of two of PG&E's lattice steel electrical towers in the Shepherd Canyon area of Oakland. PG&E noted potential slope instability where the towers are presently located and a resulting structural impact to the legs of those towers. PG&E made a temporary fix at that time.

7. Following the temporary fix, and after a comprehensive inspection and evaluation of the system, PG&E determined that it is necessary to relocate approximately 1,600 linear feet of existing overhead Moraga – Oakland 115kv electric transmission lines in Shepherd Canyon to mitigate safety concerns over slope stability. More specifically, PG&E needs to replace those two existing towers with two self-weathering tubular steel poles (“TSPs”), and relocate them to a more stable area approximately 170 and 250 feet north of their current location.

8. This will result in a slight realignment of the overhead lines, and the potential for the overhead lines to sway or swing over private property. It is therefore critical that PG&E obtain new overhead rights, including the right to ensure adequate clearance between PG&E's lines and any existing structures or vegetation. To that end, PG&E requires the acquisition of electric transmission and vegetation management easements from a number of residential properties which are adjacent to the project area, including the Property at issue in this action.

9. Public interest and necessity require the Project in order for PG&E to protect the integrity of its facilities, and for PG&E to continue providing safe and reliable electricity service to the public.

PROJECT DETAILS

10. PG&E is undertaking a project entitled the Moraga-Oakland 115kv Tower Replacement Project (the "Project"). PG&E's present intended scope of work includes the installation of overhead crossarms, wires and cables necessary for the transmission and

1 distribution of electric energy, and for communication purposes. Specific to the Property, PG&E
2 seeks the following rights:

3
4 A. An easement to suspend, replace, remove, maintain and use such
5 crossarms, wires and cables (supported by or suspended from poles, towers,
6 or other structures located on lands adjacent to the Property) as PG&E shall
7 from time to time deem to be reasonably required for the transmission and
distribution of electric energy, and for communication purposes, together
with a right of way, on, along and in all of the easement area lying within
the Property. The easement area is described on EXHIBIT A, and shown on
EXHIBIT A-1.

8 B. The right of ingress to and egress from said easement area over and
9 across the Property by means of roads and lanes thereon, if such there be,
otherwise by such route or routes as shall occasion the least practicable
10 damage and inconvenience to Owner, provided, that such right of ingress
and egress shall not extend to any portion of said lands which is isolated
11 from said easement area by any public road or highway, now crossing or
hereafter crossing said lands.

12 C. The right, from time to time, to trim or to cut down any and all
13 trees and brush now or hereafter within said easement area, and shall have
14 the further right, from time to time, to trim and cut down trees and brush
15 along each side of said easement area which now or hereafter in the opinion
of PG&E may interfere with or be a hazard to the facilities installed
hereunder, or as PG&E deems necessary to comply with applicable state or
federal regulations.

16 D. The right to install, maintain and use gates in all fences which now
17 cross or shall hereafter cross said easement area.

18 E. The right to mark the location of said easement area by suitable
19 markers set in the ground; provided that said markers shall be placed in
fences or other locations which will not interfere with any reasonable use
20 the Owner shall make of said easement area.

21 F. PG&E will covenant and agree:

- 22 i. Not to fence said easement area;
- ii. To repair any damage it shall do to Owner's private roads or lanes on the
Property;
- iii. To indemnify Owner against any loss and damage which shall be caused
by any wrongful or negligent act or omission of PG&E or of its agents or
employees in the course of their employment, provided, however, that
this indemnity shall not extend to that portion of such loss or damage
that shall have been caused by the owner's comparative negligence or
willful misconduct; and

26 G. PG&E confirms the Owner reserves the right to use said easement
27 area for purposes which will not interfere with PG&E's full enjoyment of
the rights hereby granted; provided that the Owner shall not erect or
construct any building or other structure, or drill or operate any well, or
28 construct any reservoir or other obstruction within said easement area, or

1 diminish or substantially add to the ground level in said easement area, or
2 construct any fences that will interfere with the maintenance and operation
of said facilities.

3 H. The provisions and rights sought herein shall inure to the benefit of
4 and bind the successors and assigns of the respective parties, and all
covenants shall apply to and run with the land.

5
6 11. Because PG&E already has existing facilities adjacent the Property, this location
7 is ideal for the Project. A depiction of the Property, and its relation to the Project is included
8 herewith as EXHIBIT B.

9 12. PG&E has authority to exercise the power of eminent domain under Public
10 Utilities Code sections 612 and 613, and Code of Civil Procedure sections 1230.010, et seq., and
11 1240.120. Exercise of this power is proper in this case.

12 13. The rights/property sought to be condemned for the Project are necessary for the
13 project and the public good. The Project is planned and located in a manner that is the most
14 compatible with the greatest public good and with the least private injury. PG&E has made the
15 offer required by Government Code section 7267.2 to the owners of the Property. PG&E has also
16 deposited with the State Condemnation Deposit Fund probable just compensation for the
17 easement rights being acquired.

18 14. WHEREFORE, PG&E prays that the property interests and obligations as herein
19 described, and as depicted on EXHIBIT A and A-1, be condemned for the use of PG&E, that just
20 compensation due to the Defendants for the taking of this property be ascertained, that any liens
21 and encumbrances against said property be deducted from the judgment, and that PG&E have
22 such other and further relief as the Court may deem necessary and proper.

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1 Dated: December 22, 2017

CJG LEGAL

2 By:

3
4 CHRISTOPHER J. GONZALEZ
5 Attorneys for Plaintiff
6 PACIFIC GAS AND ELECTRIC
7 COMPANY
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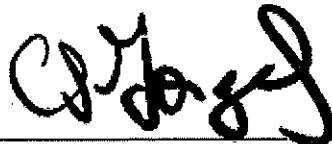


EXHIBIT A

LD 2301-03-2185

2017199 (01-16-020) 11 17 2

Moraga – Oakland NEW TWR 2/19 & 2/21

EXHIBIT "A"

(APN 048E-7348-056)

A portion of Lot 418 as shown upon the map of Montclair Highlands filed for record September 11, 1925 in Book 4 of Maps at page 88, Alameda County Records, being more particularly described as follows:

Beginning at the southeasterly corner of said Lot 418; running along the easterly boundary line of said Lot 418

(1) north $05^{\circ}40'00''$ east 26.89' feet; thence

(2) along a curve to the right, having a radius of 623.14 feet, through a central angle of $2^{\circ}07'56''$, an arc length of 23.19 feet; thence leaving said easterly boundary line

(3) from a tangent line that bears south $13^{\circ}36'33''$ west, on a curve to the left, having a radius of 5000 feet, through a central angle of $0^{\circ}34'09''$, an arc length of 49.67 feet to the southerly boundary line of said Lot 418; thence along said southerly boundary line

(4) south $76^{\circ}21'50''$ east 6.24 feet to the point of beginning.

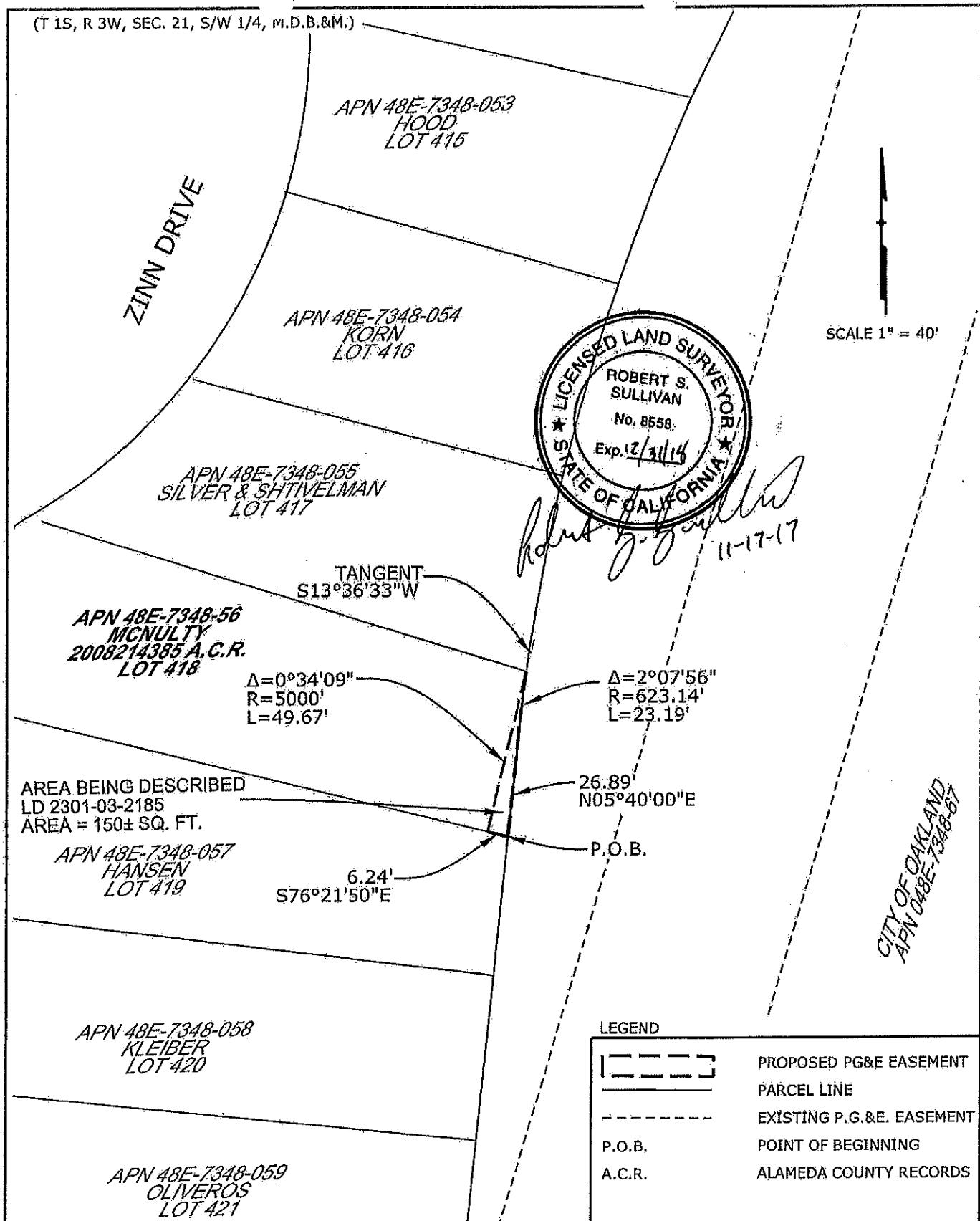
Containing an area of 150 square feet, more or less.

Robert S. Sullivan
Robert S. Sullivan PLS 8558

11-17-17



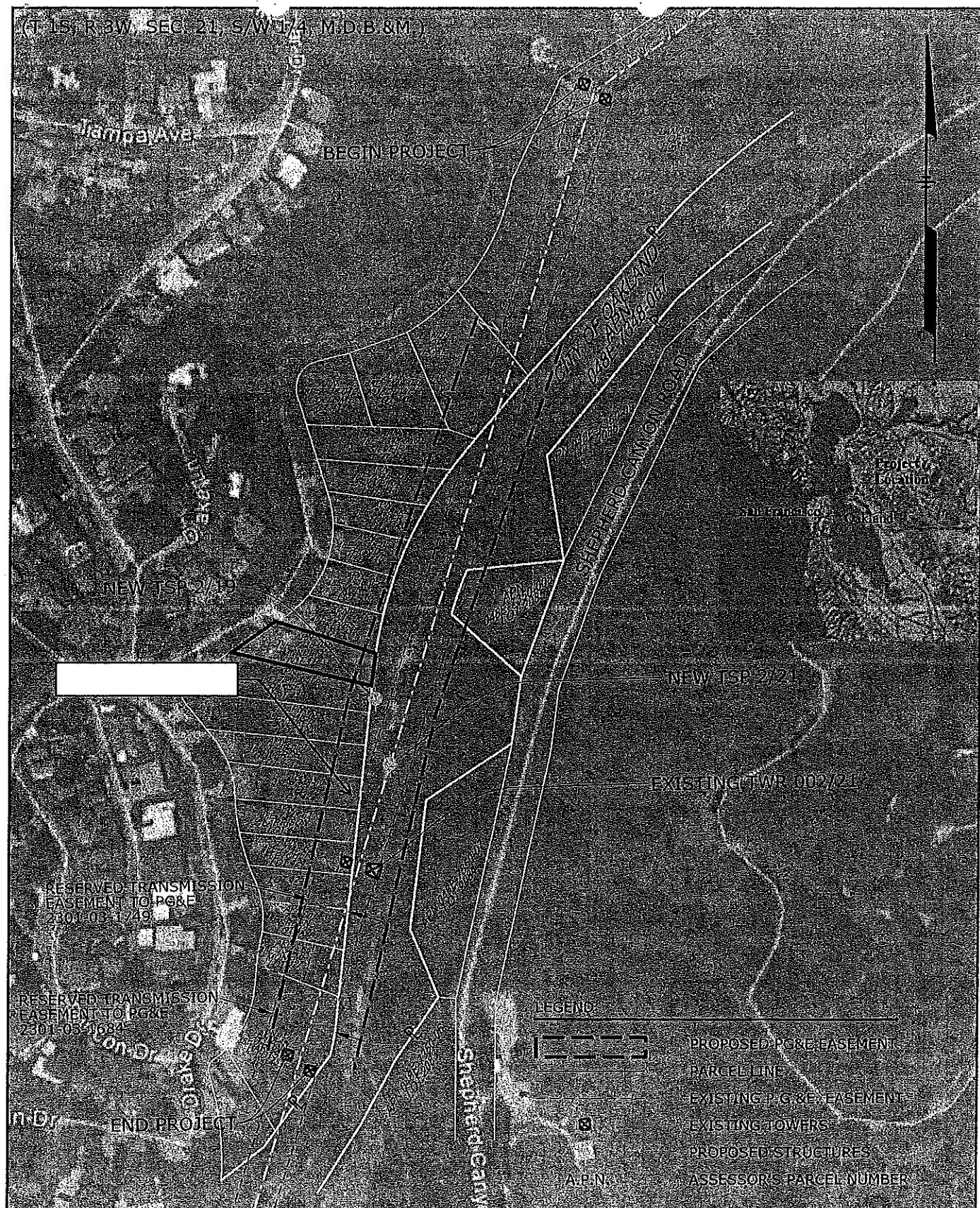
EXHIBIT A-1



AUTHORIZATION 74008842	LAND OF MCNULTY MORAGA - OAKLAND TWR 2/21 APN: 48E-7348-56 OAKLAND	JCN 01-16-020 AREA 2 COUNTY ALAMEDA SCALE 1" = 40'
BY J. WALLER DR V. SARDON CH P. GEISINGER O.K. R. SULLIVAN	PACIFIC GAS AND ELECTRIC COMPANY San Francisco, California	SHEET NO. 1 OF 1 DRAWING NUMBER EXHIBIT "A-1" CHANGE 1
DATE 7/13/17 Case: 19-30088 Doc# 1079 Filed: 03/27/19 Entered: 03/27/19 13:57:14 Page 13 of 15		

EXHIBIT B

(T 15, R 3W, SEC 21, SW 1/4 - M.D.B & M.)



AUTHORIZATION 74008842	BY DR CH O.K.

EXHIBIT "B"
PROJECT EXTENTS
MORAGA - OAKLAND TOWER REPLACEMENT

PACIFIC GAS AND ELECTRIC COMPANY
San Francisco, California



JCN	01-16-020
AREA	NORTH COAST
COUNTY	ALAMEDA
SCALE	1" = 200'
SHEET NO.	1 OF 1
DRAWING NUMBER	CHANGE
EXHIBIT "B"	